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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

IT Trailblazers LLC	:	
	:	
Plaintiff,	:	CIVIL ACTION NO.
vs.	:	
FrontierBPM, Inc.,	:	FIRST AMENDED COMPLAINT
Defendant.	:	

Plaintiff, IT Trailblazers LLC (“ITTLLC”), by way of Complaint, alleges as follows:

THE PARTIES

1. ITTLLC is a New Jersey LLC with its principal place of business at 2050 Route 27, Suite 203 North Brunswick NJ 08902.
2. Defendant FrontierBPM, Inc., (“Frontier”) is a Pennsylvania corporation with its corporate headquarters at 325 Sentry Parkway, Building 5 West - Suite 200, Blue Bell PA 19422.

JURISDICTION AND VENUE

3. Pursuant to 28 USC 1332(a)(1) and 1332(a)(2), this court has subject matter jurisdiction over this action because ITTLLC is diverse from Frontier and the amount in controversy against Frontier exceeds \$75,000, exclusive of interest and costs.
4. ITTLLC has two equity owners, each of which resides in the State of New Jersey.

5. This Court has personal jurisdiction over defendant Frontier, as Frontier undertakes substantial business in New Jersey, including the transactions at issue here, undertook sales activities within New Jersey regarding its services rendered related to this action, engaged in telephonic and other communications with ITTLLC related to the services and events at issue, committed the wrongful acts alleged in this Complaint, with their negative effects being suffered by ITTLLC within the State of New Jersey, obtained wrongfully ITTLLC's services rendered from New Jersey as a direct result of the wrongful acts alleged in this Complaint, engaged in litigation in this Court regarding the transaction at issue in this matter, and undertook these wrongful acts with knowledge that any damages suffered would be suffered by ITTLLC within the State of New Jersey.
6. Venue is proper pursuant to 28 USC 1391, as ITTLLC incorporated under the laws of the State of New Jersey, maintains its principal place of business in this District, many events underlying these claims took place in this District, and several witnesses reside within this District.

FACTUAL BACKGROUND

7. This action has its genesis several years ago when ITTLLC rendered services to Frontier, for which ITTLLC was not paid.
8. On about January 10, 2017, ITTLLC and Frontier entered into a General Staffing Agreement ("GSA") under which ITTLLC agreed to provide Assigned Employees to Frontier in return for certain compensation, including timely payment of amounts due to ITTLLC under the GSA.

9. In the event payment from Frontier was not received within 30 days of receipt of each ITTLLC invoice, the GSA provided that Frontier would be obligated to pay a past-due fee of 1.5% per month of the amount due until full payment was received.
10. ITTLLC fully performed its obligations under the GSA, but Frontier failed to make payments as required.
11. ITTLLC issued numerous invoices to Frontier and demanded of Frontier payment of all amounts due, but no such payment was made.
12. As of September 19, 2018, Frontier was indebted to ITTLLC for at least \$538,901.89, and not including any past-due fees, costs or unbilled services.
13. On September 20, 2018, ITTLLC filed suit in this Court against Frontier, Case No. 3:18-cv-14051, for payment of amounts due under the GSA.
14. On September 19, 2019, ITTLLC and Frontier entered into a settlement agreement that terminated Case No. 3:18-cv-14051 (the “Settlement Agreement”) (Exhibit A).
15. The Settlement Agreement contained various provisions including:
 - Payment.** Frontier shall make the following payments totaling \$506,000.00 (the “Settlement Amount”), **time being of the essence:**
 - (a) \$100,000 by wire transfer to ITTLLC (wire instructions to be provided to Frontier) upon mutual execution of this Settlement Agreement, to be applied to the Settlement Amount;
 - (b) \$16,916.67 by wire transfer on or before November 15, 2019;
 - (c) \$16,916.67 by wire transfer on or before the fifteenth calendar day of each subsequent month until the entire Settlement Amount is paid in full.
16. Frontier failed to make several payments when due under the Settlement Agreement payment schedule.
17. As a result of Frontier’s failure to make payments when due under the Settlement

Agreement, Frontier and ITTLLC entered into a modification of the Settlement

Agreement on May 15, 2020 (the “Modification of Settlement Agreement”)(Exhibit B).

18. The Modification of Settlement Agreement contained various provisions modifying the Settlement Agreement including as follows:

Payment. Frontier shall make the following payments on the fifteen of each month, beginning on June 15, 2020, until the \$506,000.00 settlement amount is paid in full.

Frontier Settlement Revised Amortization Schedule

Settlement amount	\$ 506,000.00
Total received till Feb 2020	\$ 167,666.68
Balance due	\$ 338,333.32
No. of months	17.00
New monthly payment	\$ 19,901.96

19. Frontier Breached the Modification of Settlement Agreement by failing to make timely payments as required under the Frontier Settlement Revised Amortization Schedule.
20. Giving Frontier full credit for all payments made to date, Frontier owes \$[] to ITTLLC as of December 1, 2023.

COUNT I BREACH OF CONTRACT

21. ITTLLC incorporates all of the allegations contained in other paragraphs of this Complaint as if fully set forth herein.
22. ITTLLC has complied with and performed all contractual obligations owed to Frontier with respect to the GSA, the Settlement Agreement, and the Modification of Settlement Agreement.
23. Frontier breached the Modification of Settlement Agreement by failing to pay timely ITTLLC the amounts due and owing as set forth on the Frontier Settlement Revised Amortization Schedule

24. As a result of the aforementioned breaches, ITTLLC has been damaged in the amount of at least \$194,103.69, the amount of unpaid principal and interest accelerated as permitted by the Settlement Agreement and Modification of Settlement Agreement.

WHEREFORE, Plaintiff demands against Frontier compensatory damages plus past-due fees in an amount to be calculated at the time of judgment, plus costs, attorney's fees, pre-judgment interest, and such other recovery as the court deems appropriate.

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Attorneys for plaintiffs, ITTLLC, Inc.



By: _____
Robert J. Basil (RB3410)

Dated: December 13, 2023